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2 BILL NO. S-77-06-06

3 SPECIAL ORDINANCE NO. S-113-77

4 AN ORDINANCE approving an
5 installment purchase agreement
6 with Xerox Corporation.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
8 OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Xerox State and Local
10 Government Equipment Equity Plan (Installment Purchase
11 Agreement) between the City of Fort Wayne, by and through
12 its Mayor and the Board of Public Works, and Xerox Corporation
13 for one Xerox 9200 duplicating system for the total time sale
14 price of \$87,224.76, all as more particularly set forth in
15 said agreement, and which is on file in the Office of the
16 Department of the Controller, and is by reference incorporated
17 herein, made a part hereof and is hereby in all things ratified,
18 confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force
20 and effect from and after its passage and approval by the Mayor.

21 William T. Kinga
22 Councilman

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34 APPROVED AS TO FORM
AND LEGALITY.

35 [Signature]
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by

Stan, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1977 at _____ o'clock _____ M., E.S.T.

DATE: 6-14-77

Charles W. Hesterman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-28-77

Charles W. Hesterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-113-77 on the 28th day of June, 1977.
ATTEST: (SEAL)

Charles W. Hesterman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of June, 1977 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Hesterman
CITY CLERK

Approved and signed by me this 30th day of June, 1977, at the hour of 10:30 o'clock _____ M., E.S.T.

Robert E. Elmendorf
MAYOR

*Call Mr. Sam
Schmitzer City
Controller*

Bill No. S-77-06-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving an installment purchase agreement with Xerox Corporation

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James Stier

Vivian G. Schmidt

Paul M. Burns

Fredrick R. Hunter

628-77
DATE CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To WM. SCHNIZER

Date MAY 12, 1977

From RICHARD WALKER

R Walker

Subject RATE SCHEDULE FOR XEROX 9200

COPIES TO:
J. MORREALE

Based on the following costs:

Lease/Purchase	\$.007269
Maintenance	.001667
Paper	.003680
Toner, Developer, Fuser Oil	<u>.001000</u>
Total	\$.013616
(A) 15%	<u>.002042</u>
	<u><u>\$.015658</u></u>

I would propose the following changes in the rate schedule:

1 to 50	\$.02 each
51 to 500	1.5 each
501 +	.01 each

} *agreed - This would be a
good savings for each diff
Toner use. Recently changed.*

If the above reduced rates are approved, Office Services will implement a copy-by-mail service system. By using specially marked envelopes and instruction forms, Office Services will do the copying and return the copies to the requesting department in the next mail delivery. For example; work sent to Office Services in a.m. mail will be returned in the afternoon's mail. Work sent in the afternoon's mail will be completed and returned in the morning's mail.

(A) Labor and overhead costs

Memorandum

To WM. SCHNIZER Date MAY 12, 1977
From RICHARD WALKER *R. Walker*
Subject LEASE/PURCHASE XEROX 9200

COPIES TO:
J. MORREALE
A. LORD

City Utilities is leasing the 9200 from month to month and is considering a lease/purchase agreement with Xerox on the 9200 or the purchase of an equivalent system.

The approach will be to:

1. Review the costs and operations of the "9200".
2. Examine any comparable systems.
These systems are as follows:
A B Dick, Model 1600
Multigraphics 4250 MR

Attachments:

Schedule A - Analysis of A B Dick 1600
Schedule B - Analysis of Multigraphics 4250 MR
Schedule C - Analysis of Xerox 9200
Schedule D - Recommendation and Installment Purchase Agreement with Xerox

Notes:

- (1) All costs include comparable equipment, for example; sorter and document feeder.
- (2) The costs of paper, toner, ink and other supplies are basically the same for all systems.
- (3) The cost of masters for the 1600 are around \$.08 The master or first copy on the 9200 presently cost \$.16. If we purchase the 9200, this first copy would cost no more than the other copies or \$.007. If the 1600 is purchased, the master will still cost \$.16.
- (4) The cost per copy in the analysis does not include the cost above in (2) or (3). The cost per copy is based on a monthly production of 200,000 copies over five year lease/purchase agreement.
- (5) The analysis includes no maintenance costs. All maintenance would be based on time and material charges.
- (6) The final payment at the end of the lease is \$1.00 for either the 9200 or 1600.

Memorandum

To WM. SCHNIZER

Date MAY 12, 1977

From RICHARD WALKER

Subject SCHEDULE A - A B DICK 1600

COPIES TO:

Cost \$40,507
Lease/Purchase \$46,309
Term of Lease/Purchase 60 Months
Interest \$5802
Speed 9000/Hour
Cost per copy \$.003860

- (1) The A B Dick 1600 is a highly automated off-set printer designed to look like a copy machine.
- (2) The system would require a dedicated operator with some printing experience or, at least, initial training.
- (3) This system is less expensive and would produce the following savings based on a monthly production of 200,000 copies when compared to the 9200:

Monthly	- \$680
Yearly	- \$8,160
Over 5 year lease	- \$40,800
- (4) The Printing Department currently has three off-set printers and one off-set operator. To add the 1600 would require another operator or training the Xerox operator. This would cost from \$2,000 to \$9,000 in additional wages.
- (5) If the decision was made to replace the "9200" with the A B Dick 1600, Office Services would require a copier to service the basement and the department itself. A Xerox 4000 II would probably be sufficient. This would be an additional cost of \$350 monthly rental or \$18,500 to purchase.
- (6) I have talked with St. Mary's College in South Bend and Steeg & Associates in Indianapolis regarding the A B Dick 1600. There are no 1600's in the Fort Wayne area.

Following are some comments from the above:

- (a) The system requires a dedicated operator. (Both)
- (b) There are more adjustments, mixing inks, cleaning and flushing the tanks. (Both)
- (c) Problems include functional operation, background and ink build-up. (St. Mary's)
- (d) Received very good service. (Steeg)
- (e) Pictures are a high quality. (Steeg)

Memorandum

To WM. SCHNIZER

Date MAY 12, 1977

From RICHARD WALKER

Subject SCHEDULE A - A B Dick 1600

COPIES TO:

(7) A B Dick would install the system for us to test for one month at no cost, the second month would cost us \$750 and the third month \$1,400.

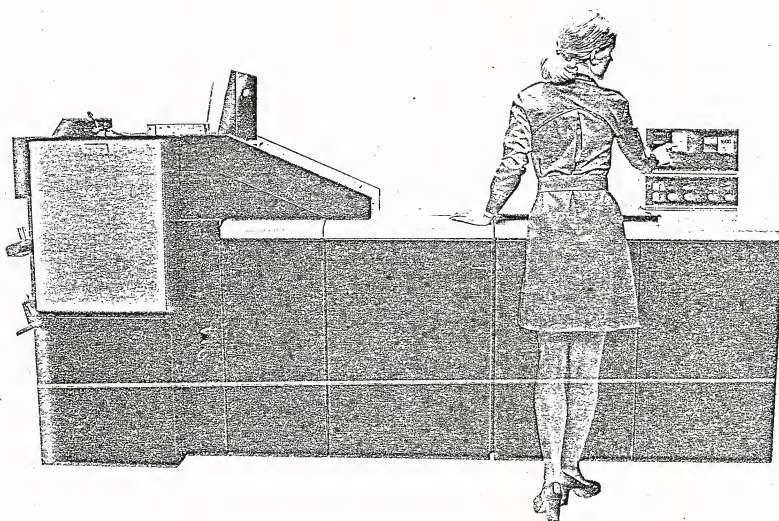
(8) The lease/purchase would be financed through Peoples Bank.

Conclusion:

The A B Dick 1600 Printer appears to combine the simplicity of the copier with the efficiency of the off-set press. Since we have not tested the 1600, the simplicity of the operation would need additional study. A summary of the savings in reduced costs and additional cost incurred are as follows:

(1) Eliminate the 9200	(\$87,225) *
(2) Replace with the 1600	46,309 *
(3) Xerox 4000 II Copier for Office	18,500
(4) Additional salary for Off-set Operator	<u>9,000</u>
NET SAVINGS OVER 5 YEARS	\$13,416

* Five year lease/purchase



Memorandum

Page 1 of 2

To WM SCHNIZER

Date MAY 12, 1977

From RICHARD WALKER

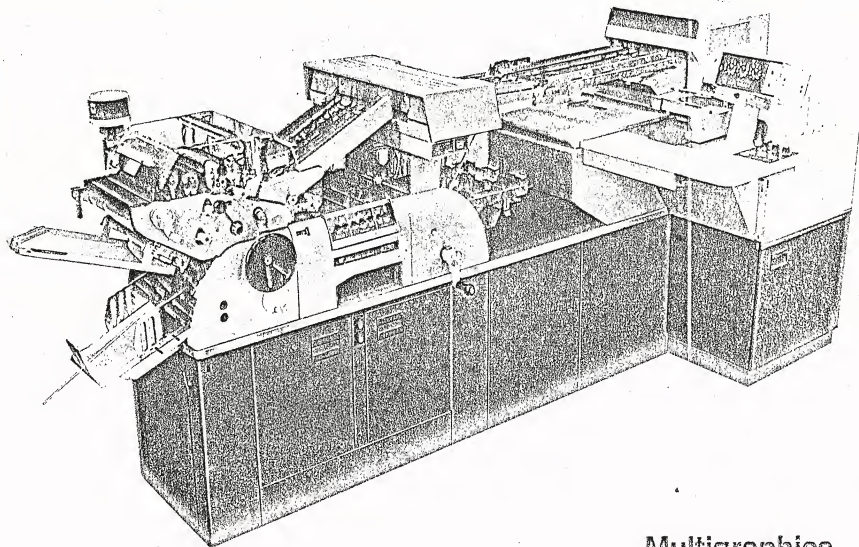
Subject SCHEDULE B - MULTIGRAPHICS 4250 MR

COPIES TO:

The 4250 MR is a highly automated off-set printer. The system is similar to the A B Dick 1600. (see Schedule A). This system (4250) was tested by the City Utilities Office Services Department for the month of December, 1974 and was found to be unacceptable for the following reasons:

- (1) The collator did not feed properly.
- (2) The machine released master prematurely.
- (3) The quality of the printed work was inferior.

Therefore, this system is not being further considered in this analysis.



Multigraphics
4250MR
Total Copy System

Memorandum

To WM. SCHNIZER

Date MAY 12, 1977

From RICHARD WALKER

Subject SCHEDULE C - XEROX 9200

COPIES TO:

COST \$77,520

Lease/Purchase \$87,225

Term of Lease 60 Months

Interest 5½% or \$9,705

Speed 7200/Hour

Cost Per Copy \$.007269

- (1) The Xerox 9200 has been on a monthly rental for over 18 months and the system has been highly satisfactory.
- (2) The amount of time the machine was out of service has been minimal.
- (3) The frequency of repairs for the 1st four months of 1977 is attached and involved 25 hours. If we were not on the full service agreement, this would have cost \$40 an hour or \$1000, however, some of this service would be performed in-house if we purchased the machine.
- (4) The system does not require a dedicated operator, therefore if necessary, the operation of the machine could be given to other personnel within the department.
- (5) Effective September 1, 1977, the rental schedule increases to an average \$.010265 vs. the cost to purchase of \$.007269 for five years, or a saving of \$.002996 a copy. This amounts to an estimated savings of \$600 monthly or \$7,200 a year and \$36,000 over the term of the lease.
- (6) The lease/purchase agreement will be financed through Xerox Corp.
- (7) Xerox estimates the expected life of the equipment is 14 years at the present volume.

Conclusion:

The Xerox "9200" is the most advanced duplicating system available at the present time and will probably be so, for several years. The system has been tested by us for 18 months and is compatible with our present system. The savings are considerable over the term of the lease, after which, City Utilities will own the machine and will incur costs only for paper, supplies and maintenance.

DATE 05/05/77

MACHINE INQUIRY
448010

FT WAYNE

BRANCH TEAM 07

SERIAL NO	EMPL NO	CUSTOMER NAME	BILL CODE	KCP	CALL-DATE	EMPL NO	P	M	F	TRV	RESP	SECOND	D	I	UM	AFTER	RET	OVI	MSH	HISTORY	SUMMARY
																				FROM	TO
336014398	219F	CITY OF FCHT WAYNE	2111	257.0	46											35			101.5	03/03/76	04/20/77
					01/20/77	B93T	1			0:20	2:20					01	0590245	000	2.1		
					01/27/77	219F	1			0:15	4:20x				1	04	0629628	210	4.7		
					02/10/77	219F	1			0:30	1:30					06	0689704	000	3.0		
					02/14/77	219F	1			0:20	1:30					08	0708511	000	1.5		
					02/14/77	219F	1			0:30	1:45					04	0714036	000	1.6		
					02/15/77	219F	1			0:15	1:45				1	08	0710924	000	2.5		
					02/25/77	219F	3			0:45	1:00						0827252	020	2.3		
					03/04/77	219F	3			0:20	1:00						0878100	015	2.3		
					03/04/77	B93T	3			0:20	1:00						0878100	015	2.3		
					03/10/77	B93T	1			0:20	1:45					05	0900901	000	1.7		
					04/11/77	219F	3			0:30	1:00				1		1106252	000	1.1		
					04/20/77	B93T	3			0:15	1:00						1192283	000	1.5		

4 months

- ① Requested Maint.
③ Preventative Maint.

256

*x70

*1024.00

MemorandumTo WM. SCHNIZERDate MAY 12, 1977From RICHARD WALKERSubject SCHEDULE D - RECOMMENDATION

COPIES TO:

I would recommend the lease/purchase of the Xerox "9200" prior to the rental price increase effective September 1, 1977.

My reasons are as follows:

- (1) City Utilities has tested the Xerox 9200 for over 18 months. The "9200" has proven its reliability and flexibility to us. The A B Dick 1600 would have to be further tested.
- (2) City Utilities Print Shop currently has three off-set presses and uses only two. To acquire another off-set press is not practical with one not being used.
- (3) The skill required to operate the "9200" is less than the "1600". Therefore, the printing operation would continue if an operator quit or was ill.
- (4) The purchase would mean a savings of \$36,000 to City Utilities in the first five years. After five years, City Utilities would own the system and incur no lease or rental costs.

XEROX STATE AND LOCAL GOVERNMENT EQUIPMENT EQUITY PLAN

(INSTALLMENT PURCHASE AGREEMENT)

Date _____ 19 _____

Customer's Name City of Fort Wayne

Xerox Corporation

Customer's Address

3515 Hobson Road

One Main Street

Fort Wayne, Indiana 46805

Fort Wayne, Indiana 46802

Installation Address(es) One Main Street

Fort Wayne, Indiana 46802

(Branch Office Address)

Customer Check One: ☐ State Government or Political Subdivision including Schools, Hospitals and other Institutions operated as part of State and Local Governments; ☐ Full Time Private Non-Profit School, College or University; ☐ Private Non-Profit Hospital.

This Agreement modifies the Xerox Equipment Purchase Agreement of the same date between Xerox Corporation (Xerox) and Customer, attached hereto, with regards to the following Equipment:

Description	Number of Units	Unit Price
Xerox 9200 Duplicating System	1 (One)	\$80,750.00

PRICE

The price for the Equipment is as follows:

1. List Price	\$ 80,750.00
2. Less Credits:	
a. Rental Credit	\$ 3,229.92
b. Trade-in Allowance (Equipment)	\$.00
3. Cash Sale Price (Line 1 less line 2 (a + b))	\$ 77,520.08
4. Sales Tax (Calculate from line 3)	\$.00
5. Equipment Placement Charges	\$.00
6. Total Cash Sale Price (line 3, +4, +5)	\$ 77,520.08
7. Cash Down Payment	
a. Down Payment (Minimum of 10% of Line 3)	\$ 7,752.00
b. Sales Tax (Same as line 4)	\$.00
c. Equipment Placement Chgs. (Same as line 5)	\$.00
d. Total Cash Down Payment	\$ 7,752.00
8. Cash Price (Principal) Balance (Line 6 less 7d)	\$ 69,768.08
9. Interest	\$ 9,704.68
10. Time Balance (Line 8 + 9)	\$ 79,472.76
11. Time Sale Price (Line 7d + 10)	\$ 87,224.76

NOTE: There are no additional charges due Xerox by Customer for Excise Taxes, Insurance Premiums, or Official Fees. Delivery circumstances may require an additional "rigging" charge which cannot be included as of the date of this Agreement and which will be invoiced to Customer separately.

PAYMENT

Customer promises to pay the total cash down payment in full prior to or concurrent with the transfer of title of the first unit of Equipment purchased hereunder. The balance shall be due in 60 consecutive equal monthly installments of \$ 1,324.54 which shall be due each month on the same day as the title transfer date of the final unit purchased hereunder, it being understood such payments shall commence on the calendar month following the month in which such final transfer of title is made. If the title transfer date falls on the last day of a month, monthly installments shall be due on the last day of each succeeding month. In the event any installment is not paid when due, Customer agrees to pay a late charge, where permitted, of 1% per month of the unpaid installment until paid or the maximum late charge otherwise permitted by applicable law after the expiration of any required grace period.

SECURITY INTEREST

Xerox reserves and Customer grants to Xerox a purchase money security interest in the Equipment and any and all replacements, substitutions, and repairs thereto, as well as any products and proceeds of the foregoing for the purpose of securing the balance of the time sale price due hereunder and all other promises and obligations of Customer to Xerox arising under this Agreement. Customer agrees to sign and execute at any time alone or with Xerox any financing statements or other documents which Xerox deems reasonably necessary to protect and continue Xerox' security interest under this Agreement. Xerox is also granted an irrevocable power of attorney to execute such financing statements or other documents on Customer's behalf. Customer shall prevent and hold Xerox harmless against the assertions of interests or claims by third parties. When all of Customer's promises and obligations have been fully paid and satisfied, Xerox' security interest shall terminate.

TITLE

Title and ownership of the Equipment and any and all replacements, substitutions and repairs thereto, shall pass to Customer upon installation. For equipment already in place on a rental basis, which is not exchanged at Xerox' option, title will pass to Customer (and rental will terminate) on the date of acceptance by Xerox of this Agreement. The Equipment shall remain personal property and shall not become real property. Customer will not suffer or permit any lien or encumbrance of any kind against the Equipment and will pay when due all assessments, taxes, franchise fees, levies or other governmental charges against the Equipment or its use.

INSURANCE

From the time the Equipment is delivered until this Agreement is terminated, Customer shall procure and maintain with an insurance carrier acceptable to Xerox, fire, theft and extended coverage insurance on the Equipment, insuring the full insurable value against risk of loss or damage, and providing for a minimum of 10 days written notice of change or cancellation to Xerox. Such policy of insurance shall be endorsed with a standard mortgage or security interest clause for the benefit of Xerox and shall name Xerox and assigns as primary insureds as their interest may appear. Customer shall provide Xerox with certificates of the insurance carrier or carriers, evidencing such insurance coverage. This agreement does not provide for or require insurance coverage for bodily injury and property damage caused to others.

DEFAULT

Time is of the essence hereof and if Customer shall fail to pay when due any installment, or otherwise fail to observe, keep or perform any provisions of this agreement required to be observed, kept, or performed, or if Customer ceases doing business as a going concern, or if a petition is filed by or against Customer under any of the provisions or chapters of the Bankruptcy Act or any amendment thereto, or if Customer shall make an assignment for the benefit of creditors or call a general meeting of creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court be appointed to have control of any of the property or assets of Customer or if Customer makes or has made any misstatement or false statement of fact in connection with this transaction, or if any of the foregoing occurs with regards to any guarantor, or if Xerox, in the exercise of reasonable discretion deems the Equipment to be in jeopardy or feels insecure, the unpaid time balance hereunder shall become immediately due and payable at Xerox' option and without notice. If any of the foregoing occurs, Xerox shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code as enacted in the State where the Equipment is located. Xerox may enter upon the premises where the Equipment may be and render the Equipment unusable and/or take possession thereof, and remove, sell, lease or dispose of the Equipment and from the proceeds retain all sums due under the terms of this Agreement, as well as all costs and expenses relating to the enforcement or preservation of its rights hereunder including but not limited to reasonable attorney's fees. In addition, Customer agrees at Xerox' request to assemble the Equipment and make it available to Xerox at a place to be designated by Xerox that is reasonably convenient to both parties. All rights and remedies of Xerox shall be cumulative and may be exercised successively or concurrently and without impairing Xerox' security interest in the Equipment. The foregoing is without limitation to or waiver of any other rights or remedies of Xerox according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

USE AND LOCATION OF EQUIPMENT

The Equipment will be kept at the installation address(es) and will not be moved without the prior written consent of Xerox, which consent shall not be unreasonably withheld. Customer will not use or deal with the Equipment in any manner which is inconsistent with the terms of this Agreement, any policy of insurance referred to herein, or any applicable laws and regulations. The Equipment will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Xerox shall have the right to inspect the Equipment at any reasonable time, wherever located. If any item of the Equipment shall be substantially destroyed or shall be damaged beyond repair due to any cause whatsoever, Xerox shall have the right, upon written demand to Customer to require Customer to pay within thirty (30) days of the date of such demand, the unpaid time balance recalculated, however to delete any interest then unearned on such Equipment less any proceeds of insurance theretofore received by Xerox with respect to such Equipment. Xerox may mark the Equipment to conspicuously show that it has a security interest therein and Customer shall place no conflicting marks or permit the Xerox mark to be removed or defaced. Customer shall bear all risk of loss or damage to the Equipment.

ASSIGNMENT: PREPAYMENT

Customer shall give Xerox not less than fifteen (15) days written notice of any proposed resale or lease of any item of Equipment during the term of this Agreement or any assignment hereof. Such notice shall state the item or items of Equipment to be resold, leased or assigned, and the date upon which sale, lease, or assignment is to be effective. If the Equipment is to be resold, leased or assigned, Customer shall at Xerox' option, pay to Xerox on or prior to such date the prepayment price set forth immediately below.

Customer shall have the right, upon written notice to Xerox specifying the item of Equipment affected to fully satisfy its obligations hereunder with respect to any or all items of Equipment by the payment to Xerox of the unpaid time balance recalculated, however to delete any interest then unearned, provided an administrative fee of fifty (\$50.00) dollars will be charged (where not prohibited by applicable law) on any such prepayment made within twenty-four (24) months from the date hereof.

Xerox may assign this Agreement and transfer its security interest in the Equipment, and in the event of such assignment Customer shall perform all of the promises herein contained to such assignee. Customer will assert any claim or defenses it may have against Xerox and not against any such assignee.

NOTICES

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be valid and sufficient if delivered by hand or dispatched by first class mail, postage prepaid to the addresses set forth first above, or such other address as either party shall notify the other in writing. No additional notice need be given to the installation address(es). Notices dispatched by first class mail shall be deemed to have been given three days after such notice is deposited in any post office or post box.

GENERAL

Each year during the term of this Agreement, (that is, so long as Xerox' security interest shall be outstanding), Customer shall furnish Xerox with copies of its fiscal year end balance sheet and profit and loss statement as prepared by its Certified Public Accountants within ninety days after close of such fiscal year.

No delay or omission to exercise any right, power or remedy accruing to Xerox upon breach or default by Customer under this Agreement shall impair any such right, power or remedy of Xerox, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default: All waivers must be in writing.

Any provision of this Agreement prohibited by the law of any State shall as to said State be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

The section headings used herein are for convenience only and shall have no significance in the interpretation of this Agreement.

If delivery of the Equipment is not made at the time of the execution of this Agreement, Xerox may insert serial and/or identifying numbers and marks of the Equipment on this Agreement and/or any financing statements.

If this Agreement is signed by more than one Customer the obligation of each so signing shall be joint and several.

FUNDING

If Customer periodically requests from its legislative body funds to be paid to Xerox under this Agreement, and through no action initiated by Customer, such legislative body does not appropriate funds for the Equipment described in this Agreement, Customer may, upon prior written notice to Xerox effective 30 days after the giving of such notice return to Xerox, at Customer's expense, the Equipment described in this Agreement and thereupon be released of its obligations to make all installment payments to Xerox due thereafter, provided: (i) Customer delivers unencumbered title to the Equipment to Xerox as of the Effective Date, (ii) the Equipment is returned to Xerox in good condition at a location designated by Xerox, (iii) the foregoing notice states the failure of the legislative body to appropriate the necessary funds as the reason for cancellation, and (iv) the notice is accompanied by payment of all amounts then due to Xerox under this Agreement. In the event the Customer returns the Equipment pursuant to the terms of this paragraph, Xerox shall retain all sums paid hereunder by Customer.

ENTIRE CONTRACT

This Xerox Installment Purchase Agreement and the Xerox Equipment Purchase Agreement which it modifies are entered into at the same time and constitute one contract between the Customer and Xerox with reference to the purchase of the Equipment described above, which contract supersedes any and all prior written or oral agreements. There are no covenants, conditions or agreements between the parties except as set forth in this contract. This contract may only be amended by a written instrument executed by both parties.

NOTICE TO THE BUYER (CUSTOMER):

1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the contract you sign.
3. Under the law you have the right to pay off in advance the full amount due and under certain circumstances to obtain a partial refund of interest.

CUSTOMER ACKNOWLEDGES RECEIPT OF A TRUE COPY HEREOF AND THE AGREEMENT HEREIN REFERRED TO:

CUSTOMER

Accepted by Xerox Corporation
this _____ day of _____, 19_____.

By _____ By _____

(Witness)

(Witness)

XEROX**XEROX EQUIPMENT**Effective
March 1, 1976**PURCHASE AGREEMENT
COPIERS/DUPPLICATORS/ACCESSORIES**

Customer Name	City of Fort Wayne
Installation Address	One Main Street, Fort Wayne, Indiana 46802
Billing Address	One Main Street, Fort Wayne, Indiana 46802
Equipment Type:	<input checked="" type="checkbox"/> New or Remanufactured <input type="checkbox"/> Reconditioned
Equipment Description	One Xerox 9200 Duplicating System
Equipment Purchase Price	\$80,750.00

THIS PORTION TO BE COMPLETED BY XEROX REPRESENTATIVE UPON INSTALLATION OF EQUIPMENT.

Equipment Serial Number _____

Equipment Installation Date _____

Customer's Purchase Order Number _____

Customer plans to maintain the Equipment by:

- ☐ Xerox Full Service Maintenance Plan
- ☐ Xerox Time and Materials Maintenance Plan
- ☐ Xerox Maintenance Training Plan for Customer's Personnel
- ☐ Other

FULL SERVICE MAINTENANCE — Comprehensive Equipment maintenance by Xerox is available through a separate Full Service Maintenance Agreement.

TIME AND MATERIALS MAINTENANCE — Xerox will provide maintenance service upon request based upon its time and materials charges in effect at the time service is performed.

MAINTENANCE TRAINING — Xerox will provide technical training upon request for Customer's personnel subject to the conditions and tuition rates in effect at time of enrollment. Selection of this training does not preclude Customer's utilization of time and materials maintenance, if desired.

Customer agrees to purchase, and Xerox agrees to sell and deliver, the Xerox Equipment described above ("the Equipment") in accordance with the terms, conditions and prices set forth on the reverse side and in the Xerox Commercial Sale Price List for Copiers/Duplicators/Accessories, ("the Price List") in effect on the date the Agreement is accepted by Xerox.

1. PAYMENT.

Terms of payment are "Net payment within 30 days from invoice date," contingent upon review and approval of Xerox' Credit Department.

2. EQUIPMENT.

The Equipment furnished under this Agreement will be new, remanufactured or reconditioned as indicated on the previous page, and is warranted as set forth in Paragraph 8 below.

3. DELIVERY.

Customer shall accept delivery within the geographic area of the Xerox branch most proximate to the installation address in accordance with the delivery schedule quoted by Xerox and in no event later than 15 days after notification by that Xerox branch that the Equipment is available for delivery and installation. Delivery by Xerox shall be subject to availability of the Equipment and conditions beyond Xerox' control, including, but not limited to, work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences. If at the time of execution of this Agreement Customer requests delivery more than thirty days later than the delivery date quoted by Xerox, the Equipment Purchase Price shall be Xerox' Equipment price in effect at the time of actual delivery.

4. INSTALLATION.

The Equipment shall be installed by Xerox at the Installation Address shown on the face of this Agreement. Customer shall make available at that address a suitable place of installation, as specified by Xerox, with electrical service in accordance with UL requirements and the Price List. The "Equipment Installation Date" is the date on which the Equipment is determined by Xerox to be operating at that address in accordance with Xerox standards, unless Customer requests delivery of the Equipment without installation in which case the "Equipment Installation Date" shall be the date of delivery.

5. TRANSPORTATION, PLACEMENT, and RIGGING CHARGES.

Equipment transportation in, placement and rigging charges will be paid by the Customer. The charges are applicable to machines and accessories.

6. TAXES.

Customer agrees to pay all taxes, however designated, levied or based on the purchase price, including state and local privilege or excise taxes based on gross revenue, and all taxes or amounts in lieu thereof paid or payable by Xerox in respect of the foregoing, exclusive, however, of taxes based on net income. Any and all personal property taxes assessable on the Equipment after delivery shall be borne by Customer.

7. TITLE, SECURITY INTEREST.

Title to the Equipment shall pass to Customer on the "Equipment Installation Date." To secure the payment of all sums due or to become due Xerox under this Agreement, Xerox reserves a security interest in each of the machines or equipment sold hereunder and Customer hereby grants to Xerox a security interest in any substitutions, replacements and additions thereto. Customer agrees to execute any and all instruments necessary to permit Xerox to file and protect the security interest granted herein and further agrees that Xerox may file such security interests in any jurisdiction Xerox deems necessary. This reservation of security interest is in addition to any other remedies available to Xerox as a secured party pursuant to the Uniform Commercial Code. Customer also agrees this Agreement may be filed as a financing statement.

8. WARRANTY.

Xerox shall install the Equipment and keep it in good working order, and will make without additional charges all necessary adjustments, repairs and parts replacements (including drums and brushes) on an exchange basis, for a period of ninety days after the "Equipment Installation Date."

Service pursuant to the above warranties will be furnished by Xerox' service location nearest Customer during Xerox' normal working hours. Service after these hours, or outside the scope of these warranties, shall be furnished at Xerox' rates then in effect, including travel time by Xerox technical representatives beyond thirty miles from the Xerox service location nearest Customer.

Xerox shall not be responsible for failure to render warranty service due to causes beyond its control, including, but not limited to, work stoppages, fires, civil disobediences, riots, rebellions, acts of God, and similar occurrences. Xerox will not be required under these warranties to make adjustments, repairs or parts replacements in the event that the Equipment is placed in an area which violates Xerox' published space requirements or is improperly wired, or moved, modified, damaged or altered, or serviced by other than employees of Xerox. Xerox shall not be required to make adjustments, repairs or parts replacements if the Equipment is installed outside the continental limits of the United States, Alaska, Puerto Rico, Hawaii or Guam.

THE FOREGOING WARRANTIES ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XEROX WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

9. TRAINING.

Xerox will, at no additional charge, train in the operation of the Equipment, at its service location nearest Customer, those key operators designated by Customer prior to the initial installation of the Equipment.

10. SERVICE MANUALS.

One set of Xerox Service Manuals will be delivered, without charge, with the Equipment.

11. GENERAL.

This Agreement, including the Price List, shall constitute the entire agreement between Xerox and Customer with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders, in any other documents submitted to Xerox by Customer, or in representations made by Xerox personnel. It will be governed by and construed in accordance with the domestic laws of the State of New York.

Neither the benefits nor obligations of this Agreement are assignable without the written consent of Xerox.

This Agreement shall become effective only after execution by Xerox and Customer in the places provided below. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding.

XEROX CORPORATION

City of Fort Wayne

By _____ Customer

Address _____

By _____

Title _____

Region Official _____

Date _____

Date _____

Xerox Corporation
3515 Hobson Road, Suite 205
Fort Wayne, Indiana 46805
219 484-9036

XEROX

May 2, 1977

Mr. Dick Walker
Accounting Manager
City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

Dear Dick:

Per our conversation the service cost on the 9200 is

\$40 per hour plus parts.

Sincerely,



Roger A. Johnson
9200 Sales Executive

RAJ:pw



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 6-22-77
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council - 6-28-77 - 7:00 P.M.

COPIES TO:

BILL NO. S-77-06-06

AN ORDINANCE approving an installment
purchase agreement with Xerox Corporation

Pursuant to the request of the Standing Committee Chairman of
Finance of the Common Council, the presence of William G.
Schnitzer, Controller, is respectfully requested on June 28, 1977,
at 7:00 P.M., Room 128, Common Council Conference Room.

A more detailed explanation regarding the Xerox State and Local
Government Equipment Equity Plan (Installment Purchase Agreement)
between the City of Fort Wayne, and the Xerox Corporation for
one Xerox duplicating system has been requested by Common Council.

Your cooperation will be greatly appreciated.

Carma Bunch



DIGEST SHEET

S-77-06-06

Finance

TITLE OF ORDINANCE _____ SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE _____ CITY UTILITIES

SYNOPSIS OF ORDINANCE _____ Authorization to lease/purchase the Xerox 9200.

The lease/purchase is for \$87,225 over 60 months which is \$1,324.64
per month plus cash payment of \$7,752. As of September 1, 1977 cost
of this equipment rental will be \$2,053 per month if not purchased.

EFFECT OF PASSAGE _____ Savings of \$36,000 over a 5 year period and after

5 years we would own the machine and save about \$24,000 per year.

EFFECT OF NON-PASSAGE _____ City is losing money renting Xerox 9200 without

the option of purchasing.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Per agreement attached.

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____